

REQUEST FOR BIDS

Laramie County Public Works One All-Wheel Drive (AWD) Motor Grader

Closing Date: April 14, 2022

Purpose of Request for Bids

Laramie County is soliciting competitive sealed bids from qualified vendors who can provide one AWD Motor Grader for Laramie County Public Works.

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1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed bids from qualified vendors to provide one AWD Motor Grader for Laramie County Public Works.

2.0 SCOPE OF SERVICES

AWD Motor Grader to meet these specifications or have equivalent equipment/features

MINIMUM SPECIFICATIONS

GENERAL:

The motor grader provided and equipped per the following specifications shall have a minimum typical operating weight without add-on weights, accessories or wheel ballast of 44,000 lbs. The grader shall be a John Deere 672GP, Caterpillar 140 All-Wheel Drive (AWD) or equivalent. The grader shall have joy stick steering with joy stick electric over hydraulic control.

Bid machine base weight: _____ lbs.

Bid machine steering and controls: _____

The grader shall be of a six wheel configuration with AWD (6 wheel drive) and have a fully articulated frame.

COMPLY: YES _____ NO _____

EXCEPTION: _____

ENGINE:

The engine shall be EPA tier 4 final and EU Stage IV, in line, 6 cylinder, wet sleeve turbo charged diesel. Minimum Net AWD horsepower range shall be 178 – 235 HP minimum. Engine shall have a pre-cleaner for intake air. Machine will be equipped with an emergency inducement override which will allow the machine to be operated at full capacity in the event of an emissions related failure when there is potential for loss of life.

Bid machine: Net AWD horsepower range_____HP

COMPLY: YES_____ NO_____

EXCEPTION: _____

Bid machine typical fuel consumption (depending on duty cycle) _____gallons/hour.

Engine displacement _____ inches³

Net torque @_____ RPM.

Gear	Torque ft. /lbs.	Torque Rise
1 st	_____	_____
2 nd	_____	_____
3 rd	_____	_____
4 th	_____	_____
5 th	_____	_____
6 th	_____	_____
7 th	_____	_____
8 th	_____	_____

A severe duty fuel/water filtration system shall be included.

COMPLY: YES_____ NO_____

EXCEPTION: _____

TRANSMISSION:

Shall be (8) forward and (6) reverse gears minimum. It shall be direct drive, power shift, All Wheel Drive (AWD) with electronically controlled shifting and inching pedal. Transmission shall have powershift/auto shift capability.

COMPLY: YES _____ NO _____

EXCEPTION: _____

DRIVE AXLE:

Axle shall be inboard planetary drive to each wheel via chain and sprocket system. Axle shall have an axle differential lock / unlock feature engage-able on the go. Automatic Differential Lock/Unlock feature shall be standard and shall not have speed, shuttle shifting or tandem spinning restrictions for engaging/disengaging. System must be load-sensing for optimal performance. Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature.

COMPLY: YES _____ NO _____

EXCEPTION: _____

Bid machine:

Drive chain pitch _____ inches.

Wheel axle spacing _____ inches.

Tandem oscillation _____ degrees.

BRAKES:

Service brakes shall be all hydraulic, oil cooled, wet disc at all four tandem wheels. They shall be maintenance free, self-adjusting. Dual brake accumulators shall be included.

COMPLY: YES _____ NO _____

EXCEPTION: _____

Parking brake shall be spring applied hydraulically released multiple wet disc at all four tandem wheels.

COMPLY: YES _____ NO _____

EXCEPTION: _____

STEERING:

Shall be fully hydraulic, joy stick controlled. It shall be fully articulated with return to center, auto articulation and stable grade. Articulation hitch guarding shall be provided to prevent snow buildup.

COMPLY: YES _____ NO _____

EXCEPTION: _____

Bid machine:

Turning radius, outside front tires _____ ft. / inches

Steering range left / right _____ degrees

Articulation angle _____ degrees

FRONT AXLE:

Grader shall have oscillating front axle and left / right wheel lean.

COMPLY: YES_____ NO_____

Wheel lean left/right: _____ degrees

Axle oscillation : _____ degrees

EXCEPTION: _____

COOLING SYSTEM:

The cooling system shall have a hydraulically controlled cooling fan which automatically adjusts fan speed for engine and cooler needs. The grader shall have separate transmission, hydraulic and axle coolers.

COMPLY: YES_____ NO_____

Cooling system description:

TIRES and RIMS:

All tires shall be Nokian GRS-14.00R24 / 153A8GRSTL. - 14.00-R24 on 10 inch x 24 inch rims.

Bid machine: _____ tires

_____ rims

HYDRAULIC SYSTEM:

The hydraulic system shall be a closed center, pressure compensating, load sensing system with a variable piston pump. Base + 6 (to allow for a Henke 6-way plow). Auxiliary hydraulic circuits for the plow operation will be equipped with Stucci style pressure relief couplers. Front hose groups shall be secured to prevent abrasion from tires.

COMPLY: YES _____ NO _____

System description:

Pump output _____ GPM

@ _____ RPM

Maximum system pressure _____ PSI

Controls:

Controls shall be electric over hydraulic joy stick controlled. They shall control blade lift, tilt, shift, circle shift, articulation leaning wheels and scarifer / ripper / 6-way plow functions. Controls shall have a blade float position and anti-drift check valves. Cross-slope, auto-articulation and stable blade.

COMPLY: YES _____ NO _____

Describe

controls: _____

BID MACHINE SERVICE CAPACITIES:

Fuel capacity _____ gallons

Cooling system _____ gallons

Hydraulic tank _____ gallons

Engine oil _____ gallons

Transmission _____ gallons

Differential _____ gallons

Final drive _____ gallons

Tandem housing (ea.) _____ gallons

Circle drive housing _____ gallons

ELECTRICAL SYSTEM:

Electrical system shall be 24 volt with a 150 amp alternator. The machine shall have (4) four forward, roof level halogen lights. There shall be (2) two halogen lights to illuminate left and right side of circle. There shall be (2) two to (4) four front driving lights (whatever is manufacturer standard). If they are 2 lights, they will have a hi-lo beam control. If they are 4 lights, 2 will be low beam and 2 high beam. There will be 2 roof level halogen lights facing rear and 2 rear facing halogen lights mounted at engine cowling. There shall be (4) four total (2 front, 2 rear) Code 3 LXEXBiF-AH or equivalent amber LED flashing lights mounted at roof level. Machine will be equipped with an amber LED strobe beacon on the top of cab. Machine will also be equipped with snow plow lights mounted near the front axle and elevated above the frame.

Grader starting system shall be 24 volt with instrumentation lighting and AM/FM radio, etc., shall be 12 volt. Grader shall also be pre-wired for a 2-way County 12 volt radio. Pre-wire connections shall have power, ground and ignition wires.

Grader shall have a backup alarm. Grader shall have a master electric disconnect switch, individual circuit protection and electric horn.

COMPLY: YES _____ NO _____

EXCEPTION: _____

Instrumentation shall be manufacturers standard.

Describe instrumentation:

CAB:

Cab shall be low profile fully ROPS protected meeting SAEJ1040 May 1994, ISO 3471:1986, ISO 3471:1994 criteria. Cab shall be constructed to provide low interior sound and vibration levels. Cab shall have cloth covered, suspension, ergonomic seat that is adjustable front to back and up and down.

Auxiliary pod or controls shall be provided for ripper / scarifier. Cab shall have heater and a/c. Cab shall have heated rear view mirrors and front and rear wipers and defroster. Cab shall have left and right entry doors and ladders. A cab filtration system with pre-cleaner shall be provided.

Cab shall have a cup holder, coat hook, storage area, night light, power port, power converter, sun visor, retractable sun shade, and AM/FM radio with Bluetooth hands-free phone integration.

COMPLY: YES _____ NO _____

EXCEPTION: _____

ADDITIONAL EQUIPMENT:

Grader shall be equipped with all standard equipment and shall include key ignition, cold weather starting aid including 1000 amp heavy duty starter, 1400 CCA Batteries, ether starting aid, transmission oil / fan brake bypass, and 120 volt block heater, rear vision backup camera, dry type air cleaner with restriction indicator, muffler, hinged and lockable full length engine shields, front and rear tire fenders for mud protection, mounted hand holds, vandal protection, fire extinguisher and bottom guards and side shields. A tool box shall be provided and grader will have ecology drains for convenient servicing. A rear mounted slow moving vehicle sign shall also be installed.

COMPLY: YES _____ NO _____

EXCEPTION: _____

MOLD BOARD:

Grader shall have 14ft x 27 in x 1" mold board with 3/4" bolt holes in standard configuration. It shall be high strength wear resistant steel with replaceable side shift wear inserts. Replaceable cutting edges shall be bolt on and reversible. Mold board shall have bolt on end bits. Blade shall have a float feature for snow removal. Blade lift accumulators shall be provided for shock load protection.

COMPLY: YES _____ NO _____

EXCEPTION: _____

Blade width _____ ft.

Mold board height _____ inches

Mold board thickness _____ inches

Blade pull @ max GVW & 0.9 traction coefficient _____ lbs.

Down pressure @ max GVW _____ lbs.

Circle center shift right _____ inches

left _____ inches

Moldboard side shift right _____ inches

left _____ inches

Maximum blade position angle _____ degrees

Blade tip range forward _____ degrees

backward _____ degrees

Maximum shoulder reach outside tires right _____ inches

left _____ inches

Maximum lift above ground _____ inches

Maximum depth of cut _____ inches

Maximum circle rotation _____ degrees

CIRCLE:

Circle and drawbar assembly shall have adjustable and replaceable wear strips and shims. A heavy duty circle drive slip clutch will be provided to protect circle drive motor and worm gear components from shock loads.

COMPLY: YES_____ NO_____

Describe construction and replacement or adjustment of wear strips and shims:

RIPPER / SCARIFIER:

A rear mount ripper / scarifier and hitch shall be supplied with grader. The ripper / scarifier shall be hydraulically operated with a down pressure regulator. The ripper shall hold 5 shanks with none supplied and the scarifier will hold 9 shanks with 9 supplied. Two ripper shanks slots shall be spaced to accommodate a roller compactor attachment and the remainder will be evenly spaced accordingly. Ripper will have option for float control with switch and wiring or a constant pressure regulator, wiring, and on/off switch.

Bid machine:

Ripper working width _____ inches

Ripper shank spacing _____ inches

Ripper penetration force _____ lbs.

Ripper maximum penetration _____ inches

Lift above ground _____ inches

Ripper shank size _____ inches

Scarifier working width _____ inches

Scarifier shank spacing _____ inches

Scarifier maximum penetration _____ inches

Scarifier shank size _____ inches

Down pressure regulator equipped: YES_____ NO_____

LIFT GROUP:

Machine will be equipped with a Balderson style hydraulic front lift group for use with Henke 6 way folding V plows

DIMENSIONS:

Bid machine:

Overall weight with rear ripper / scarifier and front counterweight_____ lbs.

Overall length with rear ripper / scarifier and front counterweight_____ lbs.

Wheelbase _____ inches

Height to top of cab _____ inches

TRAINING AND DIAGNOSTICS:

With delivery of machine, a qualified representative shall instruct County operators and mechanics in the proper operation, servicing, lubrication, adjustments and preventative maintenance of the machine.

A complete set of printed service and parts manuals and diagnostic software shall be supplied with the machine.

A minimum of (4) four hours of on-site training will be provided. (1) one complete set of filters shall be provided.

State hours of training to be provided _____

WARRANTY PROGRAM AND SERVICE:

Vendor will provide, in letter form only, type of warranty supplied on quoted machine. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period and percentage number of parts which can be obtained for machine within a 36 hour period. Vendor may also provide any other material which he feels gives his machine an advantage on service and warranty. Vendor also is to state that he will supply Laramie County with an equivalent machine within a 48 hour period during the warranty period when a breakdown is due to a factory defect. Warranty period options and difference in pricing shall be provided for 7 year warranties. Please state any extended warranties and their associated cost in the warranty period.

Ability of bidder to provide superior warranty and service will be used to determine successful bidder.

A subscription to Vison Link, JD Link or similar service under alternate name shall be provided with a term to match the Warranty Period. Such subscription will be the top-tier offered, if multiple tiers are options.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machines, Manufacturer's Statement of Origin and weight tickets shall be supplied.

BUY-BACK:

The seller shall provide Laramie County with an executed legal document supplied by the manufacturer or dealer stating what it will guarantee as buy back in the following years of the machine quoted:

*7 years from date of delivery acceptance with +/- 10,500 hours

It shall be understood that this buy back does not obligate Laramie County to trade in. Please include any stipulations the County must comply with to meet buy back criteria supplied by the vendor. Quoted dollar amounts shall be in 2022 dollars. Discount rate used to bring to 2022 dollars shall be stated.

POTENTIAL TRADE-INS:

Laramie County requires a quote for used motor graders:

Cat 12M3

The machine may be viewed by contacting John Poelma, Assistant Director, at (307) 633-4302.

The County shall be the sole judge in determining which, if any, quotes will be accepted.

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFB Closing Date

Bids must be received by the Laramie County Public Works at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on April 14, 2022**. Bids received after this time may not be considered.

3.2 Delivery of Bids

All bids shall be sealed and delivered or mailed to address to Laramie County Public Works (faxes and emails will not be accepted).

3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact John Poelma (307) 633-4302 or john.poelma@laramiecountywy.gov to discuss the bid with the County if needed.

3.4 Public RFB Opening

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment.

Bid opening will occur on April 14, 2022 at 2:15pm at the Laramie County Public Works Office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4302 at least five (5) days prior to the date.

3.6 Bid Form

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the bid form, one marked "ORIGINAL" and TWO (2) marked "COPY". The bid shall be submitted on an exact copy of the attached bid form.
- C. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- D. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

3.7 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**One AWD Motor Grader.**"

Submit questions to:

John Poelma

Assistant Director

Public Works

(307) 633-4302

john.poelma@laramiecountywy.gov

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Assistant Director named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFB, notice may be obtained by accessing the County web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their bid. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFB, to modify the quantities of product we purchase, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4302.

3.11 Disclosure of RFB Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFB. Selection or rejection of any bid does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFB in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFB process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFB does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the bid called for in this RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original bid package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFB. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Bid Acceptance/Rejection

The County reserves the right to accept or reject any or all bids received as a result of this RFB, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this RFB, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent’s Profile

A brief profile of the firm, including:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

Tab 2 - Completed Bid Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 Disclosures

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

Laramie County accepts no obligations for the costs incurred in responding to this RFB in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFB.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Sovereign Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFB or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFB or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

BID FORM

TO:

Name and Address

The undersigned hereby declares that [firm name] _____

_____ have carefully examined the specifications to furnish: One All-Wheel Drive (AWD) Motor Grader for which bids were advertised to be received **no later than 2:00 p.m., local time, April 14, 2022** and further declare that [firm name] _____

_____ will furnish the said work according to specifications

Proposed Cost

Total Estimated Cost for Project: \$ _____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) _____

am the (*title*) _____

and the duly authorized representative of the firm of (*Firm Name*) _____

whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)